

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BOARD OF TRUSTEES OF COMMUNITY-TECHNICAL COLLEGES
On behalf of MANCHESTER COMMUNITY COLLEGE

AND

State of Connecticut-Department of Children and Families

SECTION I - STATUTORY AUTHORITY

A. Board of Trustees of Community-Technical Colleges on behalf of Manchester Community College

Section 10a-72 of the Connecticut General Statutes ("C.G.S.") authorizes the Board of Trustees for the Community-Technical Colleges (the "Board") to administer the constituent unit colleges and direct the expenditure of college funds within the amounts available. Board policy provides appropriate executive signature authority to the Manchester Community College ("College" or "MCC") Gena Glickman, President, and designated members of College management to enter into such contractual agreements, as may be necessary for the discharge of their respective duties, to effectuate the decisions, policies and programs of the Board and the Chancellor as they relate to the College.

B. State of Connecticut-Department of Children and Families

Section 4-8 of the Connecticut General Statutes ("C.G.S.") authorizes the Commissioner of Children and Families, Joette Katz, to enter into contracts, in accordance with established procedures, as may be necessary for the discharge of her duties. Sections 17a-6 et. seq. establishes the Department of Children and Families ("DCF") with the responsibility to plan, create, develop, operate or arrange for, administer and evaluate a comprehensive and integrated state-wide program of services, including preventive services, for children and youth whose behavior does not conform to the law or to acceptable community standards, or who are mentally ill, emotionally disturbed, substance abusers, delinquent, abused, neglected or uncared for, and further authorizes the Commissioner or the Commissioner's designee to contract for related services and provides all other powers and duties as are necessary to administer the department and implement its statutory purposes. Riverview Hospital for Children and Youth ("Riverview Hospital") is a children's psychiatric hospital operated by DCF.

C. Purpose

The College and DCF agree to foster the education of the College's Therapeutic Recreation Therapist students by facilitating internships at Riverview Hospital to ensure that there are sufficient qualified therapists to serve the region and the country and have

determined that the training of qualified therapists may best be accomplished by mutual assistance.

SECTION II – DESCRIPTION OF SERVICES

A. Manchester Community College Responsibilities

1. The College's Rights and Responsibilities. In addition to its rights and responsibilities described elsewhere in this Agreement, the College shall have the following rights and responsibilities:

1.1 Preparation of Students for Clinical Placement. The College shall be responsible, through qualified faculty that each Student assigned to DCF is adequately prepared to benefit from such assignment. A Student's preparedness shall be measured by: (i) academic performance indicating an ability to understand what Student shall observe and/or perform during the clinical placement; and (ii) appreciation of the nature and seriousness of the work Student shall observe and/or perform.

1.2 Assigning Students to DCF. After receiving from DCF the number of placements available for Students, the College shall select Students to be assigned (with the approval of DCF) to Riverview Hospital. The College shall notify DCF of the Students assigned to Riverview Hospital, and each Student's availability for participation in clinical education experience.

1.3 Fieldwork Coordinator. The College shall appoint a faculty member to serve as Fieldwork Coordinator who shall work with DCF to establish and manage the clinical education experience. The College shall communicate the Fieldwork Coordinator's name, title and telephone number to DCF.

1.4 Program Memoranda. The Fieldwork Coordinator and DCF shall prepare a program memorandum describing details of the clinical education experience.

1.5 Accreditation and Licensure. The College shall maintain, at all times during the term of this Agreement: (i) accreditation as an education College; (ii) all licensures and approvals necessary to the applicable Program; and (iii) full and unrestricted accreditation of the Programs from the accrediting organization. The College shall promptly notify DCF of any change in its accreditation or licensure status.

1.6 Compliance with DCF Policies and Procedures. The College shall require that its employees, agents and Students (as a condition for successful completion of the clinical education experience) comply with the policies and procedures of DCF, and any applicable policies and procedures of Riverview Hospital.

1.7 Confidentiality of Information. The College recognizes that during the course of the clinical education experience with DCF, that its employees, agents and

Students shall likely be exposed to confidential medical and business information and as a condition for successful completion of the clinical education experience for Students shall require its employees, agents and Students to maintain the confidentiality of all such information, including the privacy regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The College and DCF agree to the following in order to secure compliance with the HIPAA which has been amended by PL 111-5 (HITECH ACT) and becomes effective February 17, 2010; the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E as well as all State of Connecticut confidentiality laws.

1.8 Health of Students and Instructors: The College shall advise the Students and Instructors that they must provide DCF with evidence that they meet DCF's requirements for immunization [which requirements may include rubella, history of measles or blood titer, annual Purified Protein Derivative (PPD) test, history of chicken pox or blood titer, and tetanus booster within ten (10) years) and that they have received the hepatitis B vaccine (or provide a written statement of refusal as required by the Institution policy]. The College shall advise its Students that they will be required to provide DCF with evidence that they have completed a satisfactory physical exam. DCF may refuse to accept for participation in the Program any Student or Instructor for whom satisfactory evidence of health status and immunization history has not been provided.

1.9 Students' Bloodborne Pathogens Education Verification. The College shall provide to DCF written verification that each Student participating in a clinical education experience with Riverview Hospital has completed Occupational Safety & Health Administration (OSHA) Bloodborne pathogens and Human Immunodeficiency Syndrome-Acquired Immunodeficiency Syndrome (HIV/AIDS) education as required by the Federal Register 1910.1030 of December 1991.

B. DCF Responsibilities

2. DCF's Rights and Responsibilities. In addition to its rights and responsibilities described elsewhere in this Agreement, DCF shall have the following rights and responsibilities:

2.1 Number of Placements. DCF shall have sole discretion to determine its capacity to accept Students for clinical placement under this Agreement, whether such capacity is described in terms of the number of Students on-site at any one time, the number of hours of clinical supervision that DCF can provide over a period of time, or other such description of capacity. DCF shall communicate such capacity to the College before Students may be assigned to Riverview Hospital.

2.2 Clinical Education Coordinator. DCF shall appoint an employee to serve as a coordinator for the clinical education experience and shall communicate his or her name, title and telephone number to the College.

2.3 Orientation. DCF shall provide the College's Fieldwork Coordinator and Students with an orientation to the Riverview Hospital, including applicable policies and procedures and expectations of DCF.

2.4 Student Access to Riverview Hospital and Patients. DCF shall permit access by Students to Riverview Hospital patients and records as reasonably required to support Students' clinical development and as permitted under applicable law. DCF reserves the right to refuse access to any Student who does not meet, in DCF's reasonable determination, its standards for safety, health or proper conduct.

2.5 Accreditation, Licensure and Eligibility. DCF shall maintain, at all times during the term of this Agreement, qualifications necessary to provide services under this Agreement.

2.6 Final Authority. DCF retains final authority for all aspects of operations and management of Riverview Hospital.

2.7 Remuneration. Students shall not receive remuneration for services relating to the Program and performed for or on behalf of DCF.

2.8 Student's Background Investigative Disclosure. DCF requires and shall obtain a criminal background check and a child protective services background check on all students assigned to and accepted to work in the clinical education experience. DCF may refuse placement or continuation of the clinical education experience of any Student DCF believes, in its sole discretion, could put its patients, employees, and/or visitors at risk or would be barred from employment at the healthcare facility.

C. DCF and MCC Responsibilities

3. Joint Rights and Responsibilities. In addition to their rights and responsibilities described elsewhere in this Agreement, the College and DCF shall have the following rights and responsibilities.

3.1 Supervision and Evaluation of Students. The College and DCF shall, in good faith, work cooperatively to maintain adequate supervision and evaluation of Students while Students participating in the clinical education experience at Riverview Hospital. Both parties shall reinforce with Students: (i) the seriousness of the services being performed, including the Student's impact upon patients' well being; (ii) the importance of abiding by DCF's rules and regulations and the rules and regulations of the Riverview Hospital at which services are rendered; and (iii) the confidentiality of patient identities and health information. The College shall, if DCF so desires, give prompt

feedback to DCF regarding Students' evaluation of their clinical experience at the Riverview Hospital. DCF shall give prompt feedback to the College regarding Students' performance at Riverview Hospital.

3.2 Review and Evaluation of Affiliation. The College and DCF agree to review their affiliation at periodic intervals, and to work cooperatively to establish and maintain clinical experiences that meet their respective objectives.

3.3 Status of the College, DCF and Students. Students are participants in an educational program and do not replace any regular staff.

3.4 No Student nor any employee, agent or representative of the College is or shall be considered an agent, employee, borrowed servant, joint venturer or partner of DCF.

3.5 The College and DCF are independent entities. The College is not a partner or agent of DCF. DCF is not a partner or agent of the College. Neither DCF nor the College shall act or hold itself out to third parties as a partner, employee, or agent of the other party in the provision of services under this Agreement. The College and DCF shall not incur any financial obligation on behalf of each other.

3.6 There are no financial obligations for the function of training activities for either the College or DCF while the Students are participating in the clinical education experience at Riverview Hospital.

3.7 Academic Program presented by the College and accepted by DCF shall be for a term of no longer than three years.

3.8 Professional Standards of Work and Business Ethics. In rendering services under this contract, the College and DCF shall conform to high professional standards of work and business ethics. The College and DCF warrant that the services shall be performed:

- a) in a professional and workmanlike manner;
- b) in accordance with generally and currently accepted principle and practices. During the term of this contract, College and DCF agrees to provide to the other party in a good and faithful manner, using its best efforts, such services and responsibilities as provided in this contract.

SECTION III – CONTRACT PERIOD

A. Term of Agreement

This contract shall be effective from July 1, 2010 to June 30, 2013.

B. Cancellation of Agreement

This agreement shall remain in full force and effect for the entire term of agreement period stated above unless cancelled by either party, by giving 30 days' written notice, delivered personally or by certified or registered mail to the following addresses:

1. For The Department of Children and Families, send or deliver notice to:

Contact: Edward Flemmig, Program Supervisor
DCF Training Academy
505 Hudson Street
Hartford, CT 06106

2. For Manchester Community College, send or deliver notices to:

Contact: Marcia Jehnings, Division Director
Manchester Community College
Mathematics, Science and Health Careers
60 Bidwell Street, MS #15
Manchester, CT 06040

SECTION IV – COST AND SCHEDULE OF PAYMENTS

A. Liability

Neither party shall assume liability for delivery of services or responsibilities, as applicable; to be performed under the terms of this Agreement until the contract is fully executed by authorized representatives of both the College and the DCF.

B. Total Contract Not to Exceed

MCC shall pay the DCF a total sum not to exceed \$ _____ 0 _____ for services performed under this agreement.

SECTION V – OTHER TERMS AND CONDITIONS

A. Entire Agreement

This Agreement embodies the entire agreement between the College and DCF, on the matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments, or modifications of the Agreement shall be valid unless reduced to writing, signed by both parties. This Agreement shall inure to the benefit of each party's heirs, successors, and assigns.

SECTION VI – ACCEPTANCE AND APPROVALS

1. By Manchester Community College:

Authorized Individual

Name: James McDowell

Title: Dean of Administrative Affairs

Signature: 

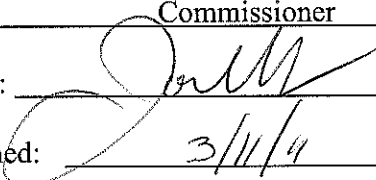
Date Signed: 3/16/11

2. By Department of Children and Families:

Authorized Individual

Name: Joette Katz

Title: Commissioner

Signature: 

Date Signed: 3/11/11